

**EXHIBIT D**

January 25, 2001

via facsimile (516) 482-5764

Mr. Craig A. Fox
Vice President
Keen Realty Consultants, Inc.
60 Cutler Mill Road
Great Neck, New York 11021

Re: Family Golf Centers, Inc., Property #503
Sports Plus Raleigh, 2601 Raleigh Boulevard, Raleigh, North Carolina 27604
Raleigh IcePlex: Ground Lease Agreement (the "Lease") dated February
19, 1998, between Parker-Raleigh Development XXIV, Limited Partnership
("Landlord") and Sports Plus Raleigh, Inc. ("Tenant"), for property located at
2601 Raleigh Boulevard, Raleigh, North Carolina 27604 (the "Property")

Dear Mr. Fox:

We received your January 16, 2001 letter regarding the above-referenced Property. I appreciate your returning my phone calls. However, since we have been unsuccessful at reaching each other by phone, I thought it prudent to respond to your letter in writing.

Please correct your records to reflect that I am the contact person at Parker-Raleigh. I have notified both the bankruptcy court and Family Golf of this change several times, but they continue to send mail to Ms. Barbara Williams.

The property identified on your letter is the correct address. However, the property number 225 appears to be incorrect. We checked the website and our Property is listed as number 503. Please confirm which number is correct.

Your letter is not clear as to whether this property will be included in the bankruptcy auction which is scheduled for February 9, 2001. Please clarify this issue. If it is to be included, please advise us as to precisely what will be auctioned.

In your third paragraph you make the statement that we may wish to make "an offer to reacquire and keep control of this lease." Please clarify what is meant by this statement. This Lease has not been assigned. We remain the Landlord and have retained control of the Lease. Apparently Family Golf is confused about the status of our Lease. The due diligence document on the website indicates that this Lease was assumed by Sports Plus. We are the lessees on a

S:\Legal\CORRESPONDENCE\Toler\CFox_Sports Plus Raleigh-01242001.doc

Mr. Craig A. Fox
January 25, 2001
Page 2

ground lease (the "Original Lease") of a small portion of the Property. Sports Plus is not a party to and has no rights under the Original Lease.

As you may be aware, this Lease is not assignable. Please refer to Section 12, Assignment and Subletting, which prohibits the Tenant from selling, conveying, transferring, assigning or encumbering this Lease without the Landlord's consent. We own the majority of the surrounding property. We have developed a portion of it and are in the process of developing the remainder. The use and operation of the Sports Plus facility will significantly impact our property. While we recognize that the court may limit our rights with respect to the assignability of the Lease, the use restriction in Section 6(a) must be enforced. We specifically negotiated this restriction in order to protect our surrounding development. For that reason, we must approve any assignment or conveyance of the Tenant's leasehold interest. Prior to acceptance of any bid on the facility or the leasehold interest, please provide us with all relevant information concerning the potential purchaser and the terms of the sale.

Finally, if this facility is to be included in the February 9 auction, we wish to submit a bid. Enclosed are copies of my correspondence in which we previously offered to repurchase the facility.

Please call me once you have and a chance to review this letter so that we may discuss these issues further. I look forward to hearing from you at your earliest convenience.

Sincerely,



Toler Workman Ratledge
General Counsel

cc: Mr. David L. Brady
W. Thomas Boyd, Jr., Esquire